

INVITATION FOR BIDS

Issue Date: October 14, 2011

IFB#: 411:A12000-06

Title: **Garland Gray & Augusta Forestry Centers Labor Contract**

Commodity Code: 96100, 96200, 96700

Issuing Agency: Department of Forestry
 900 Natural Resources Dr, Suite 800
 Charlottesville, VA 22903

Using Agency and/or Location: Garland Gray Forestry Center &
 Where work will be Performed: Augusta Forestry Center

Period of Contract: From January 1, 2012 Through December 31, 2012 (with the option to renew up to an additional 3 years)Performance Period: **Garland Gray Forestry Center** From January 5, 2012 through April 15, 2012**Augusta Forestry Center** from January 12, 2012 through April 30, 2012

Sealed Bids Will Be Received Until November 22, 2011 at 2:00 p.m. For Furnishing The Goods/Services Described Herein
 And Then Opened In Public.

All Inquiries For Information Should Be Directed To: Amy Ricotta, 900 Natural Resources Drive, Suite 800, Charlottesville,
 Virginia 22903, Telephone (434) 220-9009. For Technical Questions contact Dwight H. Stallard at (804) 834-2855 or at 757-879-
1069.

MAILED OR HAND DELIVERED PROPOSAL SHALL BE DELIVERED TO: Amy Ricotta, VA Department of Forestry, 900 Natural Resources
 Drive, Suite 800, Charlottesville, Virginia.

In Compliance With This Invitation for Bids and to all the Conditions imposed herein, the undersigned offers and agrees to furnish
 the goods/services at the price(s) indicated in Section VI, Pricing Schedule.

Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

_____ Zip Code: _____

Title: _____

FEI/FIN NO. _____

Telephone Number: _____

E-Mail Address: _____

Fax Number: _____

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I. Purpose:

The contractor shall furnish all labor and supervision at the Garland Gray Forestry and Augusta Forestry Centers and required to:

Garland Gray Forestry Center

- A. Lift 290,000 Linear Bed Feet of Loblolly, Shortleaf and Virginia pine. Note: 1 - 5 million of the lifted seedlings may be transported from Garland Gray Forestry Center to Augusta Forestry Center for processing. This process will require a nearly full time lifting crew.
- B. Cull, process and package (By weight) 20-25 million Loblolly Pine seedlings.
- C. Count, process and package approximately 250,000 Loblolly, Shortleaf, and Virginia Pine seedlings.

Work is to begin at Garland Gray Forestry Center on January 5, 2012 weather permitting.

Augusta Forestry Center

- A. Process and package (By weight) approximately 1 - 5 million loblolly pine seedlings.
- B. Count, process and package approximately 1.3 million Eastern White Pine, Norway Spruce, Scotch Pine and Loblolly Pine seedlings.
- C. Count, process and package approximately 400,000 Loblolly, Shortleaf, and Virginia Pine seedlings.
- D. Count, process and package approximately 1,400,000 or more of various hardwoods.
- E. Lift approximately 99,000 Linear Bed Feet of various hardwoods.
- F. Lift approximately 39,000 Linear Bed Feet of White Pine, Scotch Pine and Norway Spruce.

Work is to begin at Augusta Forestry Center on January 12, 2012 weather permitting.

The winning bidder is expected to cooperate with the Virginia Department of Forestry in coordinating activities between the two nurseries.

II. Scope of Work:

- A. Designated Areas: All work will be done at the Garland Gray Forestry Center located in Courtland, Virginia and Augusta Forestry Center located in Crimora, VA.
- B. Contractor Requirements:

1. The Department of Forestry will be accepting bids and awarding this contract only to Qualified Contractors (QCL) who have performed these types of services in the past for our agency or other state agencies. Please refer to the following Scope of Work and Specifications outlined below to determine if you are a qualified contractor and experience to perform and complete these services for our agency.
2. The Contractor shall furnish labor and supervision required to perform items A through E under Purpose listed above according to standards outlined in Attachments A and B and elsewhere in this document. The Contractor shall provide such labor and supervision for the length of the contract period or until the Purchasing Agency, at its discretion, decides that adequate numbers of seedlings have been processed.

The Contractor, if using a migrant labor crew, shall provide at least one Supervisor for the packaging operation and one Supervisor for the lifting operation that speak English fluently. **Failure to supply a Supervisor for either crew that speaks English fluently will result in work being stopped until the Supervisor is provided.**

3. Contractor Furnished Supplies And Materials: The Contractor shall be responsible for furnishing his/her employees with gloves, rain suits and other personal protective equipment necessary to complete the work and meet OSHA requirements and worker protection standards. Also, the contractor will be responsible for training employees to meet worker protection standards.
4. Contractor Responsibility for Cleanup of Work Area: The Contractor shall clean the seedling packing room restrooms and lunch room daily. It will be necessary to provide some cleaning throughout the day as well as a thorough cleaning at the end of the day to avoid having excess soil and clay buildup around work areas to maintain efficient activity and for the workers' safety.
5. Contractor (or Contractor's Employees) Building Access: The Contractor and/or his/her employees will be permitted use only of those areas (packing building, roads, parking area, rest rooms, lunchroom etc.) of the nursery complex necessary for completion of this contract. The Purchasing Agency must approve any exceptions.
6. Work Schedules: The normal work week for the contract period will be Monday through Friday with hours of operation being from 7:45 a.m. to 4:30 p.m. with a 45 minute lunch taken from 12:00 p.m. to 12:45 p.m. When the work is behind schedule due to adverse weather or other reasons and when additional production is needed the Purchasing Agency will require the Contractor to work evenings or weekends. The Contractor may request to work evenings or weekends but approval will be at the discretion of the Purchasing Agency. Demand for seedlings, availability of Department of Forestry personnel, cold storage space and other factors will have to be considered prior to approving the

contractor's request for overtime work. The failure of the Contractor to supply adequate labor to do the job will not be an acceptable reason for the Contractor to request additional evening or weekend hours.

If extended hours are required, the Contractor will be given at least 4 hours notice. If weekend work is necessary, notice will be given by 2:00 a.m. on Friday. If seedlings are not available due to adverse lifting conditions the Contractor will be notified at least 12 hours in advance that the Contractor will not work on that day.

The Contractor and crew will begin working under this contract on:

For Garland Gray Forestry Center on January 5, 2012 depending upon weather.

For Augusta Forestry Center on January 12, 2012 depending upon weather.

7. Packaging Schedules: In order for the Contractor to finish packaging the seedlings within the time frame allowed it will be necessary for the Contractor to provide adequate labor to package a minimum of 500,000 Loblolly Pine seedlings (500 bundles) per day. It would be in the Contractors best interest to exceed these averages. If the Contractor exceeds these averages it will be at the discretion of the Purchasing Agency whether to allow the Contractor to package additional seedlings above the minimum contracted amount.
8. Lifting Schedules: The Purchasing Agency's Contract Administrator or his agent will notify the Contractor prior to each day's work of the location and type of seedlings to be lifted for that day.
9. Training: The Purchasing Agency's Contract Administrator or his agent will provide training to the Contractor, Business Owner or his/her representative on all work expected by the Contractor on the first day of the contract period and will be reasonably available after that date to answer questions that the Contractor has until the Contractor is thoroughly familiar with the work expected. Such training will encompass all aspects of the seedling lifting, processing, and packaging operations. The contractor will be expected to train their employees on all aspects of the work.
10. Treated Seedlings: As much as one half of the seedlings that the contractor will be lifting or processing will have been treated with Permethrin insecticide by the Virginia Department of Forestry. The Department of Forestry will not require handling of seedlings until the chemical is dry on the seedlings. Contractor shall determine if personal protective equipment is necessary for their employees and provide the personal protective equipment. The Department of Forestry is not aware of any documented hazard.
11. General Liability Of The Contractor: Should it become necessary for the owner to purchase seedlings from outside sources to meet the minimum quantities agreed

to between the owner and the contractor, due to the failure of the contractor to provide sufficient labor and supervision to complete the minimums by the due date, the contractor shall be liable for any and all costs related to the purchase of the seedlings from any source necessary to meet the standards of quality and the minimum quantities specified in this contract (see Section I, Purpose). In addition, the owner may also pursue any and all other rights and remedies available to the Commonwealth.

C. Purchasing Agency Responsibilities:

1. Va. Department Of Forestry Furnished Plant Equipment, Supplies And Materials For Packing Operation:
 - a) Processing and packing plant to include employee work stations, seedling processing conveyors, packing circle, strapping machines lunch room and restrooms.
 - b) Rubber bands and banding cones for applying rubber bands to bundles of 50.
 - c) Clay slurry that is mixed by Department of Forestry employees and piped to the packing station.
 - d) Wrapping paper, absorbent paper, veneer, crayons, spray paint, Signode VFM strapping tools and strapping for packaging seedlings.
 - e) Wooden seedling boxes and metal racks for the Contractor to place packaged seedlings in.
 - f) Maintenance and repairs in timely fashion should breakdowns occur.
2. Va. Department Of Forestry Furnished Equipment, Operators And Supplies For Lifting Seedlings From The Seedbeds:
 - a) J. E. Love lifting machine with operator for lifting loblolly pine seedlings.
 - b) Canvas wrappers for placing lifted seedlings.
 - c) Tractors, wagons, boxes and operators for transporting filled boxes to packing building.
 - d) One person to monitor lifting operation and to check for quality control of lifting process.
3. Farm Labor Contractor Requirements: The contractor shall be responsible for compliance with all federal, state, local laws and regulations regarding their labor. In the event the contractor recruits, solicits, hires, employs, furnishes and/or

transports any migrant or seasonal agricultural worker, the contractor shall provide the Department of Forestry a current Certificate of Registration specifically authorizing the contractor to perform the services outlined in this IFB.

It is expressly agreed by the contractor and the Department of Forestry that neither party is entering an agreement of Joint Responsibility as defined in the Migrant and Seasonal Agricultural Worker Protection Act and the Fair Labor Standards Act. Furthermore, it is agreed the contractor shall provide all of the following:

- a) The contractor shall dictate to his employees how, where, and when the job must be done and provide all necessary supervision of his employees.
- b) The contractor shall determine the pay rate and method of payment to his/her employees.
- c) The contractor shall be completely responsible for hiring, firing, and modifying the employment conditions of his/her employees.
- d) The contractor shall prepare their payroll, pay the wages, and maintain their payroll records.
- e) The contractor shall provide all personal protective equipment for their employees. The Department of Forestry shall provide the plant equipment (see section for a complete detail listing).
- f) The contractor is an independent businessperson in the general business of providing farm labor contracting.

- III. Pre-Bid Conference: A **mandatory** pre-bid conference will be held for any Contractor who has never performed work under this type of Virginia Department of Forestry labor contract in the past. Failure to attend this conference will result in the Contractor's bid being thrown out and not considered. This conference is conducted so that Contractors may tour the Purchasing Agency's facilities and fields and to present questions and obtain clarification relative to any facet of this solicitation. Contractors that have held this labor contract in the past can attend if desired but it is optional. Pre-Bid Conference date for the Augusta Forestry Center is November 7, 2011. Pre-Bid Conference date for Garland Gray Forestry Center is November 8, 2011. Both conferences will begin promptly at 10:00 A.M. If you have any questions concerning labor work at either of these nursery centers, please contact Dwight Stallard at 804/834-2855 or 757-879-1069 located at the Garland Gray Nursery Center.

IV. GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is

in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offers) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs (Insert wording below appropriate to the solicitation type as indicated):

(For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality,

quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed

if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. Special Terms and Conditions:

- a. Renewal of Contract: This contract may be renewed, option to renew, by the Commonwealth for three successive one year periods under the terms and conditions of the current contract. And at a reasonable time (approximately 60 days) prior to expiration.
 - i. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - ii. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- b. Work Site Damages: Any damage to the physical plant or property resulting from the Contractor's negligence shall be repaired to owner's satisfaction at the Contractor's expense.
- c. Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- d. Insurance: By signing and submitting a bid under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 54.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- i. Worker's Compensation - Statutory requirements and benefits; Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract. Employers Liability - \$100,000.
 - ii. Employer's Liability - \$100,000.
 - iii. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - iv. Automobile Liability - \$1,000,000 – per occurrence. (Only used if motor vehicle will be used in the contract).
- e. Award To Other Than the Lowest Priced Bidder(s): An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced minority or women-owned bidder(s) that is other than the lowest priced bidder(s) when such purchases are made under a remedial procurement plan established in accordance with guidelines prescribed by the Department of Minority Business Enterprise (DBMB). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making award. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- f. Announcement of Award: Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly

post such notice on DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.

- g. Identification of Bid Envelope: The signed bid should be returned in a separate envelope or package, sealed and identified like the following sample:

Sealed Bid		
From:	November 22, 2011	2:00 p.m.
Name of Bidder	Due Date	Time
Street or Box Number		411:A12000-06
		IFB No.
City, State, Zip Code		GGFC and AFC Labor Contract
		IFB Title

Enclose the above envelope in a second envelope addressed to: State Forester of Virginia, 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903. If bids are hand delivered, deliver to: Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia.

Be sure your bid is signed, sealed, and mail entire bid in time to reach Charlottesville **well before 2:00 p.m., November 22, 2011.** Allow adequate time for delivery of your bid to reach Charlottesville.

- h. Drug Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensing, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- i. Nondiscrimination Of Contractors: A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organization status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employees ex-offenders unless the state agency, department of institution has made a written

determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receive goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- j. **Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: Name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
- k. **Statement of Discrimination:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia §2.2-4343.1* or against a bidder or offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.
- l. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

M. eVA Business-To-Government Contracts: The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject bid or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a) Submit a fully executed American Management System, Inc. (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.virginia.gov
- b) AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- c) Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

VI. Pricing Schedule

The contractor shall state his/her firm bid price per unit of work accomplished. The price for harvesting tree seedlings shall be stated as No. of \$\$\$\$ per 100 linear bed feet of nursery bed lifted. A nursery bed is four (4) feet wide. The price for grading, counting and/or weighing and packaging tree seedlings shall be stated as No. of \$\$\$\$ per 1000 seedlings. Some species, such as white pine and hardwoods are not packaged in bundles of 1000 but all bids will be in \$\$\$\$ per 1000 seedlings.

NOTE: CONTRACTORS MUST COMPLETE THE BID PRICE FOR EACH ACTIVITY IN THE BLANKS PROVIDED OR BID WILL BE CONSIDERED UNRESPONSIVE.

GARLAND GRAY FORESTRY CENTER AND AUGUSTA FORESTRY CENTER

Loblolly – Cull, weigh and package _____ per package (1000 seedlings.)

Count, process and package Loblolly, Shortleaf and Virginia pine _____ per 1000 seedlings.

GARLAND GRAY FORESTRY CENTER

Harvest Loblolly, Shortleaf and Virginia pines _____ per 100 Linear Bed Feet

AUGUSTA FORESTRY CENTER

Count, process and package Eastern White Pine, Norway Spruce and Scotch Pine _____ per 1000 seedlings.

Count, process and package hardwoods. _____ per 1000 seedlings.

Lift hardwoods. _____ per 100 Linear Bed Feet.

Lift White Pine, Scotch Pine & Norway Spruce _____ per 100 Linear Bed Feet.

For both areas, Garland Gray and Augusta Forestry Center, the contractor shall state his/her firm unit price guaranteed regardless of the actual quantity of units accomplished during the term of this contract. The Department of Forestry cannot guarantee the exact quantity of units of harvested seedlings beds or completed packages of (counted or weighed) seedlings. Estimates on the number of completed units have been provided herein under "Purpose".

VII. Cashier's Check: The successful Bidder shall deliver to the purchasing office a cashier's check in the amount of \$10,000 made payable to the State Forester of Virginia to secure the services of this contract. This cashier's check will be held in lieu of a performance or payment bond until the work has been completed. This check will be required and received before any services commences on this contract.

VIII. Method of Payment:

The Department of Forestry Contract Administrator or his representative will measure production (lineal bed footage, seedling packages) at the end of each workday and will confirm the daily production quantities with the Contractor. The Contractor will submit invoices at the end of each work week, listing the confirmed production quantities to the Contract Administrator.

The Purchasing Agency agrees to pay the Contractor within thirty (30) days of receipt of an approved Statement of Services rendered after each week of work. The Contractor's Statement of Services must be approved by the Purchasing Agencies' Contract Administrator who will then forward the statement for payment to fiscal. The Purchasing Agencies' Contract Administrator will notify the Contractor after each day's work on what his records show was accomplished that day.

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

IX. Method of Measurement:

All linear bed footages lifted will be measured by using standard wheel type measuring devices, tape lines, or by counting the number of 20' irrigation pipes. Any disagreement between the Purchasing Agency and the Contractor will be settled by jointly using a wheel type measuring device to obtain the correct distance lifted.

The number of seedling packages processed each day will be counted in the following way: The Contract Administrator or his representative will notify the Contractor each time that the forklift operator is to remove boxes or racks of packaged seedlings from the packing room to be placed in cold storage. The Contract Administrator and the Contractor will jointly maintain a running total of packaged seedlings that the Contractor's crew has processed and packaged that day.

X. Method of Measuring Performance:

Due to the fact that it is extremely important to the Virginia Department of Forestry and its customers that the Contractor provides properly packaged bundles of seedlings with numbers of seedlings within the allowable limits per package, the Virginia Department of Forestry reserves the right to pull and inspect whole packages, groups of 500 or other size samples from the conveyor belt or the packing circle. In the event that the Contract Administrator or his representative determines through this inspection process that the Contractor is not meeting the conditions outlined in this contract, the Contractor will be given a verbal warning that the packages he is

producing do not meet the conditions of the contract. If the Contractor is not responsive to the first warning and a second verbal warning must be issued the Virginia Department of Forestry will stop work until assured by the Contractor that the problem has been corrected.

If it is determined that the Contractor has not met contract requirements in the counting, dipping or strapping of packages, the Virginia Department of Forestry may require the Contractor to reprocess the affected seedlings at no additional cost to the Virginia Department of Forestry.

If the inspection process, or customer complaints, reveals that the Contractor is repeatedly failing to meet contract requirements the Virginia Department of Forestry will issue a written warning to the Contractor that he is failing to meet contract obligations and if work is not improved to where contract obligations are being met, he will be considered in default of the contract and the contract will be terminated. If the Contractor fails to meet contract obligations after the issuance of the written warning, the Virginia Department of Forestry, at its sole discretion, may determine that the Contractor is in default and may terminate the contract. See Default, Section O, p. 11.

The Contractor will be free to perform his own inspection on any products that the Virginia Department of Forestry deems unacceptable and is encouraged to routinely perform his/her own inspections throughout the process to ensure compliance with the Contract.

XI. Performance:

In case of default by the Contractor, or failure to deliver the goods ordered by the time specified, the Purchasing Agency, after giving the Contractor forty-eight (48) hours notice, oral or in writing, may procure them from other sources and hold vendor responsible for any resulting additional cost.

Contractor shall be responsible for the following work:

All work specified on page 4 - 5 of this contract under III. Scope of Work: (B) Contractor Requirements: 1., 2., 3., 4., & 5.

XII. Attachments

1. Attachment A: Packaging Method
2. Attachment B: Lifting Method
3. Attachment C: Contract
4. Attachment D: Data Sheet
5. Attachment E: State Corporation Commission Sheet